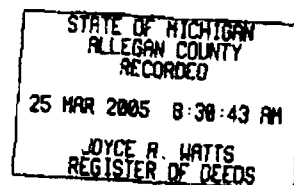




392538

LIBER 2811

PAGE 594

358
4
117

REC'D MAR 23 2005

ENVIRONMENTAL PROTECTION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANT

MDEQ Reference No: RC-RRD-201-05-001

U.S. EPA Site No: 059B

This Environmental Protection Easement and Declaration of Restrictive Covenant is made by and between **Plainwell Inc.**, a Delaware, Corporation, ("Grantor"); the **Michigan Department of Environmental Quality** ("MDEQ" or "Grantee"), having an address c/o Director, Michigan Department of Environmental Quality, P.O. Box 30473, Lansing, Michigan 48909-7973; and the **United States of America** and its assigns ("Third Party Beneficiary"), having an address c/o the United States Environmental Protection Agency ("U.S. EPA"), Attn: Director, Superfund Division, Region 5, 77 W. Jackson Blvd. SR-6J, Chicago, Illinois 60604.

This Environmental Protection Easement and Declaration of Restrictive Covenant has been recorded with the Allegan County Register of Deeds for the purpose of protecting public health, safety and welfare, and the environment by: (1) granting a right of access to the U.S. EPA and the MDEQ and their authorized representatives to monitor and conduct Response Activities, as that term is defined below; and (2) prohibiting or restricting activities that could result in unacceptable exposure to environmental contamination present at the Plainwell mill property, as legally described in Exhibit 1 attached hereto ("Mill Property").

The Mill Property is part of the Allied Paper, Inc./Portage Creek/Kalamazoo River Superfund Site (the "Site"). The Site was placed on the National Priorities List ("NPL") on August 30, 1990, and is a facility, as that term is defined in Section 101(9) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.* ("CERCLA") and Section 201(0) of Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, MCL 324.20101(0) *et seq.* ("NREPA"). The Mill Property has been subject to Response Activities pursuant to the NREPA, in a manner consistent with CERCLA, for environmental contamination related to the Site. Response Activities at the Mill Property are the subject of a Consent Decree entered into by the United States and Weyerhaeuser Company, which was lodged with the District Court of Delaware on January 3, 2005, a copy of which is attached hereto as Exhibit 2 (the "Consent Decree"). Information pertaining to the environmental conditions at the Mill Property and Response Activities undertaken at the Site is on file with U.S. EPA and the MDEQ, Remediation and Redevelopment Division.

REC'D MAR 24 2005

Moloney & Kohn - Two

Attachment 7

Restrictive Covenant for OU7



The restrictions contained in this Restrictive Covenant are based upon information available to U.S. EPA and the MDEQ at the date this instrument is recorded. The discovery of environmental conditions at the Mill Property unknown as of the recording date of this instrument, or use of the Mill Property in a manner inconsistent with the restrictions described herein, may result in this Restrictive Covenant not being protective of public health, safety, and welfare, and the environment.

Property Identification Number: See Exhibit 3 attached

Exhibit 1 provides a legal description and survey of the Mill Property that is subject to the land use or resource use restrictions specified herein.

Summary of Response Activities

The Mill Property was historically used to manufacture and recycle paper. In 1997, Plainwell Inc. conducted a Phase I Environmental Assessment and Phase II Investigation for the Mill Property. Based on the results of the Phase I and Phase II investigations, as well as other information regarding the Mill Property, U.S. EPA and MDEQ concluded that Response Activities should be performed to ensure the protection of human health and the environment. Pursuant to the Consent Decree, Weyerhaeuser will perform a Remedial Investigation/Feasibility Study regarding the nature and extent of hazardous contamination at the Mill Property, and will perform the remedial action to be selected by U.S. EPA in a Record of Decision ("ROD") for the Mill Property.

Definitions

"MDEQ" means the Michigan Department of Environmental Quality, its successor entities, if any, and those authorized persons or entities acting on its behalf.

"Owner" means, at any given time, the then current title holder of the Mill Property, or any portion thereof.

"Owners Subsequent to Plainwell" means, at any given time, the then current title holder of the Mill Property or any portion thereof, except for Plainwell Inc.

"Plainwell" shall mean Plainwell Inc., the owner of the Mill Property as of the date of the execution of this Environmental Protection Easement and Declaration of Restrictive Covenant, and the Owner for as long as Plainwell Inc. is a current title holder of the Mill Property or any portion thereof.

"Response Activities" shall mean, consistent with Section 101(25) of CERCLA, such actions as have been or may be necessary to conduct any removal, remedy or remedial action, as those terms are defined in Sections 101(23) and 101(24) of CERCLA, at the Mill Property and/or at the Site, including enforcement activities related thereto.

"U.S. EPA" shall mean the United States Environmental Protection Agency, its successor entities and those persons or entities acting on its behalf.



All other terms used in this document which are defined in Part 3, Definitions, of the NREPA; Part 201 of the NREPA; or the Part 201 Administrative Rules ("Part 201 Rules"), 1990 AACRS R 299.5101 *et seq.*, shall have the same meaning in this document as in Parts 3 and 201 of the NREPA and the Part 201 Rules, as of the recording date of this instrument.

NOW THEREFORE,

Grantor, on behalf of itself, its successors and assigns, in consideration of the terms of the Settlement Agreement in the jointly administered cases in the United States District Court for the District of Delaware: In Re: Plainwell, Inc., et al., Case No. 00-4350 (JWV), and Weyerhaeuser v. Plainwell, Inc. and Plainwell Holding Company, Case No. 04-CV-16 (KAJ), covenants and declares that the Mill Property shall be subject to the restrictions on use set forth below, and conveys and warrants to the Grantee, and its assigns and to the United States of America, and its assigns, as Third Party Beneficiary: 1) an environmental protection easement, the nature, character, and purposes for which are set forth herein; and 2) the right to enforce said use restrictions.

Environmental Protection Easement

1. **Access.** Grantor grants to Grantee, and its assigns, and to the United States of America, and its assigns, as Third Party Beneficiary, an irrevocable and continuing right of access at all reasonable times to the Mill Property for purposes of:

- a) Conducting and/or monitoring investigations relating to the nature and extent of contamination on or near the Mill Property and/or the Kalamazoo River Operable Unit of the Site including, without limitation, sampling of air, water, sediments, soils, and specifically, without limitation, obtaining split or duplicate samples;
- b) Monitoring and/or implementing the Response Activities to be selected in a ROD for the Mill Property and/or the Kalamazoo River Operable Unit of the Site;
- c) Verifying any data or information submitted to U.S. EPA and/or the MDEQ and determining and monitoring compliance with the Consent Decree, any ROD relating to Mill Property and/or the Site and any implementing statement of work;
- d) Verifying that no action is being taken on the Mill Property in violation of the terms of this instrument, or in violation of any federal or state environmental laws or regulations applicable to any Response Activities at the Mill Property or at the Site;
- e) Conducting periodic reviews of Response Activities at the Mill Property and at the Site, including but not limited to, reviews required by applicable statutes and/or regulations;
- f) implementing additional or new Response Activities, as that term is defined above, if the remedial action selected in the ROD for the Mill Property and/or the Kalamazoo River Operable Unit results in any hazardous substances, pollutants or contaminants remaining at the Site above levels that allow for unlimited use and unrestricted exposure, and U.S. EPA, in consultation with MDEQ and pursuant to Section 121(c) of CERCLA, determines that, upon its completion, the selected remedy for the Mill Property or the



Kalamazoo River OU will not be protective of public health, welfare or the environment; or

g) implementing additional or new response activities, as that term is defined in Section 20101(1)(ee) of the NREPA, if the remedial action selected in the ROD for the Mill Property and/or the Kalamazoo River Operable Unit results in any hazardous substances, pollutants or contaminants remaining at the Site above the criteria developed pursuant to Section 20120a(1)(a) of the NREPA, and MDEQ, in consultation with U.S. EPA, determines that, upon its completion, the selected remedy will not be protective of the public health, safety, or welfare, or the environment.

Nothing in this instrument shall limit or otherwise affect U.S. EPA's or the MDEQ's right of entry and access, or authorities to take Response Activities as defined in this instrument, as well as in Section 20101(1)(ee) Part 201 of the NREPA, under CERCLA, the National Contingency Plan, 40 C.F.R. Part 300, the NREPA, and any successor statutory provisions, or other state or federal law.

Declaration of Land Use or Resource Use Restrictions

2. Owners Subsequent to Plainwell shall comply with the applicable due care requirements of Section 20107a of the NREPA and Part 10 of the Part 201 Administrative Rules. Owners Subsequent to Plainwell shall exercise due care with respect to any hazardous substance at the Mill Property and, pursuant to CERCLA, will take reasonable steps to stop any continuing release of a hazardous substance; prevent any threatened future release; and prevent or limit human, environmental or natural resource exposure to any previously released hazardous substance.

3. Owners Subsequent to Plainwell shall not use the Mill Property in a manner that causes existing contamination to migrate beyond the boundaries of the Mill Property, increases the cost of Response Activities, or otherwise exacerbates the existing contamination located on the Mill Property. The term exacerbation is more specifically defined in Section 20101(1)(n) of the NREPA.

4. As Response Activities are performed at the Mill Property and at the Site, the MDEQ and U.S. EPA may require modifications to the restrictions contained in this Environmental Protection Easement and Declaration of Restrictive Covenant to implement necessary Response Activities at the Mill Property or the Site, or to assure the integrity and effectiveness of the remedial action to be selected for the Mill Property and/or the Kalamazoo River Operable Unit of the Site.

5. The Owner shall restrict activities at the Mill Property that may interfere with Response Activities at the Mill Property or the Site, including interim response, remedial action, operation and maintenance, monitoring, or other measures necessary to assure the effectiveness and integrity of the remedial action.

Term, Modification and Enforcement of Environmental Protection Easement and Declaration of Restrictive Covenant



6. This Environmental Protection Easement and Declaration of Restrictive Covenant shall run with land and be binding on the Grantor, its successors and assigns, including all lessees, easement holders, their assigns, and their authorized agents, employees, or persons acting under their direction and control. This Environmental Protection Easement and Declaration of Restrictive Covenant will expire upon the earlier of: (1) notice in the Federal Register announcing deletion of the Site from the NPL because U.S. EPA and the State of Michigan have determined that the Site poses no threat to human health, welfare or the environment, and therefore no additional Response Activities, as that term is defined in this instrument or in Section 20101(1)(ee) of the NREPA, are necessary; or (2) rescission of the instrument upon written approval of U.S. EPA and MDEQ pursuant to Paragraph 7, below.

7. The Owner may request in writing to U.S. EPA and the MDEQ, at the address given below, *modifications to or rescission of this instrument*. This instrument may be modified or rescinded only with the written approval of U.S. EPA and the MDEQ. Any modification to or rescission of this Environmental Protection Easement and Declaration of Restrictive Covenant shall be filed with the appropriate Registrar of Deeds by the then Owner and a certified copy shall be returned to the MDEQ and U.S. EPA at the addresses listed above.

8. The State of Michigan, through the MDEQ, the Owner, and the United States on behalf of U.S. EPA, as a Third Party Beneficiary, may enforce the easement and restrictions set forth in this Environmental Protection Easement and Declaration of Restrictive Covenant by legal action in a court of competent jurisdiction.

9. **Severability.** If any provision of this Environmental Protection Easement and Declaration of Restrictive Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provision hereof, and all other such provisions shall continue unimpaired and in full force and effect.

10. **Transfer of Interest:** The Owner shall provide notice to the MDEQ and U.S. EPA of the Owner's intent to transfer any interest in the Mill Property, or any portion thereof, fourteen (14) days prior to consummating the conveyance. A conveyance of title, easement, or other interest in the Mill Property shall not be consummated by the Owner unless the Owner complies with the applicable provisions of Section 20116 of the NREPA. The Owner shall include in any instrument conveying any interest in any portion of the Mill Property, including but not limited to deeds, leases and mortgages, a notice which is in substantially the following form:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO A DECLARATION OF ENVIRONMENTAL PROTECTION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANT, DATED _____, 200__ RECORDED WITH THE ALLEGAN COUNTY REGISTER OF DEEDS, LIBER _____, PAGE _____,

11. **Notices:** Any notice, demand, request, consent, approval, or communication that is required to be made or obtained under this instrument shall be made in writing and include a statement that the notice is being made pursuant to the requirements of this Environmental Protection Easement and Declaration of Restrictive Covenant, MDEQ Reference Number RC-RRD-201-05-001, and U.S. EPA Site No. 059B, and shall be served either personally or sent via first class mail, postage prepaid, as follows:

For U.S. EPA: Director



Superfund Division
U.S. EPA Region 5
77 W. Jackson Blvd. SR-6J
Chicago, Illinois 60604

With a copy to: Eileen L. Furey
Associate Regional Counsel
U.S. EPA Region 5
77 W. Jackson Blvd. C-14J
Chicago, Illinois 60604

For the MDEQ: Director
Michigan Department of Environmental Quality
P.O. Box 30473
Lansing, Michigan 48909-7973

With a copy to: Suzanne D. Sonneborn
Assistant Attorney General
Environment, Natural Resources, and Agriculture Division
Michigan Department of Attorney General
525 W. Ottawa St.
Lansing, Michigan 48933

12. Authority to Execute Environmental Protection Easement and Declaration of Restrictive Covenant. The undersigned person executing this Environmental Protection Easement and Declaration of Restrictive Covenant is the Owner and represents and certifies that he or she is duly authorized and has been empowered to execute and deliver this Instrument.

IN WITNESS WHEREOF, Plainwell Inc. has caused this Environmental Protection Easement and Declaration of Restrictive Covenant to be executed on this 16 day of March, 2005.

PLAINWELL INC.

By: 
Name: Jeff Arnesen
Its: SVP -Chief Financial Officer

STATE OF MINNESOTA
COUNTY OF HENNEPIN



LIBER 2811

PAGE 600

Personally came before me this 16 day of March, 2005, the above-named Jeff Arnesen as Chief Financial Officer of Plainwell, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.



Renee Arleen Weiss
Notary Public

Renee Arleen Weiss
[Print or type name]
Commissioned in County Hennepin
My Commission Expires: Jan 31, 2010

This instrument was prepared by
and after recording, should be returned to:

Pamela E. Barker
Godfrey & Kahn, S.C.
780 North Water Street
Milwaukee, WI 53202



EXHIBIT 1
LEGAL DESCRIPTION OF THE PLAINWELL MILL PROPERTY

P.P. 0355-020-001-10

PARCEL B-1: COMMENCING NORTH 58 DEGREES 23' WEST 171.82 RODS FROM THE EAST QUARTER POST OF SECTION 30; THENCE NORTH 31 DEGREES 37' EAST 640 FEET; THENCE NORTH 58 DEGREES 23' WEST 150 FEET; THENCE SOUTH 31 DEGREES 37' WEST 475 FEET; THENCE SOUTH 58 DEGREES 23' EAST 66 FEET; THENCE SOUTH 31 DEGREES 37' WEST 165 FEET TO CENTER OF HIGHWAY; THENCE SOUTH 58 DEGREES 23' EAST 84 FEET TO THE PLACE OF BEGINNING.

P.P. 0355-030-077-00

PARCEL B-2: COMMENCING AT A POINT NORTH 58 DEGREES 23' WEST 176.91 RODS FROM THE EAST 1/4 POST OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST; THENCE NORTH 31 DEGREES 37' EAST 165 FEET; THENCE NORTH 58 DEGREES 23' WEST 66 FEET; THENCE SOUTH 31 DEGREES 37' WEST 165 FEET; THENCE SOUTH 58 DEGREES 23' EAST 66 FEET TO THE PLACE OF BEGINNING.

P.P. 0355-030-077-10

PARCEL C-1: COMMENCING AT A POINT NORTH 58 DEGREES 23' WEST, 180.91 RODS FROM THE EAST 1/4 POST OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST THENCE NORTH 31 DEGREES 37' EAST 640 FEET; THENCE NORTH 58 DEGREES 23' WEST 312.4 FEET; THENCE SOUTH 28 DEGREES 17' WEST 641.3 FEET TO CENTER OF HIGHWAY; THENCE SOUTH 58 DEGREES 23' EAST 275 FEET TO SAID POINT OF BEGINNING, EXCEPTING AND RESERVING A STRIP OF LAND 183.3 FEET WIDE OFF THE WESTERLY SIDE THEREOF.

P.P. 0355-030-077-20

PARCEL C-2: PART OF THE NORTH 1/2 OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST, DESCRIBED AS FOLLOWS: THE EAST 91 2/3 FEET OF THE WEST 183 1/3 FEET OF THE FOLLOWING DESCRIBED PREMISES; COMMENCING AT A POINT NORTH 58 DEGREES 23' WEST 180.91 RODS FROM THE EAST 1/4 POST OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST; THENCE NORTH 31 DEGREES 37' EAST 640.0 FEET; THENCE NORTH 58 DEGREES 23' WEST 312.4 FEET; THENCE SOUTH 28 DEGREES 17' WEST 641.3 FEET TO CENTER OF HIGHWAY; THENCE SOUTH 58 DEGREES 23' EAST 275 FEET TO SAID POINT OF BEGINNING.



P.P. 0355-030-077-30

PARCEL D: COMMENCING AT THE SOUTHWEST CORNER OF LOT 4, LASHER'S ADDITION TO THE VILLAGE (NOW CITY) OF PLAINWELL; THENCE WESTERLY ALONG THE NORTH LINE OF WEST ALLEGAN STREET 165 FEET; THENCE NORTHERLY 462 FEET; THENCE EASTERLY 165 FEET TO THE WEST LINE OF LASHER'S ADDITION; THENCE SOUTHERLY TO THE PLACE OF BEGINNING, BEING IN THE NORTHEAST 1/4 OF SECTION 30, TOWN 1 NORTH RANGE 11 WEST.

P.P. 0355-030-080-00

PARCELS 1, 2 AND 3: LOT 43 TO 48, INCLUSIVE, CORPORATION PLAT AND LOT 75, CORPORATION PLAT, EXCEPT THAT PART LYING WEST OF LOT 27 NORTHEASTERLY OF THE MILL RACE AND LOT 120, CORPORATION PLAT, ALSO LOTS 1-12 AND LOTS 49-59, WHITNEY ADDITION. ALSO LOTS 1-16 LASHERS ADDITION.

P.P. 0355-160-043-00

PARCEL 4: VACATED RIVER STREET LOCATED IN RIVERVIEW ADDITION, ALSO THAT PART OF MICHIGAN AVENUE, VACATED, LYING BETWEEN THE SOUTHERLY SIDE OF RIVER STREET AND NORTHERLY OF A LINE CONNECTING THE SOUTHERLY SIDE OF LOT 25, BLOCK 1, AND SOUTHERLY SIDE OF LOT 21, BLOCK 2, RIVERVIEW ADDITION, ALSO THAT PART OF PROSPECT AVENUE, VACATED, LYING BETWEEN THE SOUTHERLY SIDE OF RIVER STREET AND NORTHERLY OF SOUTHERLY EXTENSION OF SOUTHERLY LINE OF LOT 40, BLOCK 1, RIVERVIEW ADDITION, ALSO LOTS 25 THRU 40, BLOCK 1, ALSO LOTS 16 THRU 30, BLOCK 2, RIVERVIEW ADDITION.

P.P. 0355-280-013-00

PARCEL 5: COMMENCING AT THE SOUTHWEST CORNER OF LOT 25, BLOCK 2, RIVERVIEW ADDITION; THENCE NORTHWESTERLY PARALLEL WITH ALLEGAN STREET 463 FEET; THENCE NORTH 31 DEGREES 32' EAST TO THE LEFT BANK OF KALAMAZOO RIVER; THENCE SOUTHERLY ON SAID RIVER BANK TO THE NORTHWEST CORNER OF RIVERVIEW ADDITION; THENCE SOUTH 31 DEGREES 37' WEST ALONG THE WEST LINE OF SAID ADDITION, 189 FEET TO POINT OF BEGINNING, SECTION 30, TOWN 1 NORTH, RANGE 11 WEST.

P.P. 0355-030-076-00

PARCEL 7: COMMENCING ON THE WEST LINE OF LASHER'S ADDITION 495 FEET ON SAID ADDITION LINE FROM THE CENTER LINE OF ALLEGAN STREET; THENCE NORTH 58 DEGREES 23' WEST 231 FEET; THENCE SOUTH 31 DEGREES 37' WEST 57.25 FEET; THENCE NORTH 58 DEGREES 23' WEST 99 FEET TO THE EAST LINE OF RIVERVIEW ADDITION; THENCE NORTH 31 DEGREES 37' EAST TO LEFT BANK OF THE KALAMAZOO RIVER; THENCE SOUTHEASTERLY ON SAID RIVER BANK TO THE NORTHWEST CORNER OF LOT 16, LASHER'S ADDITION; THENCE SOUTHWESTERLY TO BEGINNING. SECTION 30, TOWN 1 NORTH, RANGE 11 WEST.

PARCEL 7 WAS FORMERLY DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF LOT 16 OF LASHER'S ADDITION TO THE VILLAGE (NOW CITY) OF PLAINWELL, MICHIGAN, ACCORDING TO THE PLAT THEREOF OF RECORD AND ON



FILE IN THE OFFICE OF THE REGISTER OF DEEDS FOR SAID COUNTY, SAID POINT BEING 462 FEET NORTHERLY OF THE NORTH LINE OF ALLEGAN STREET;

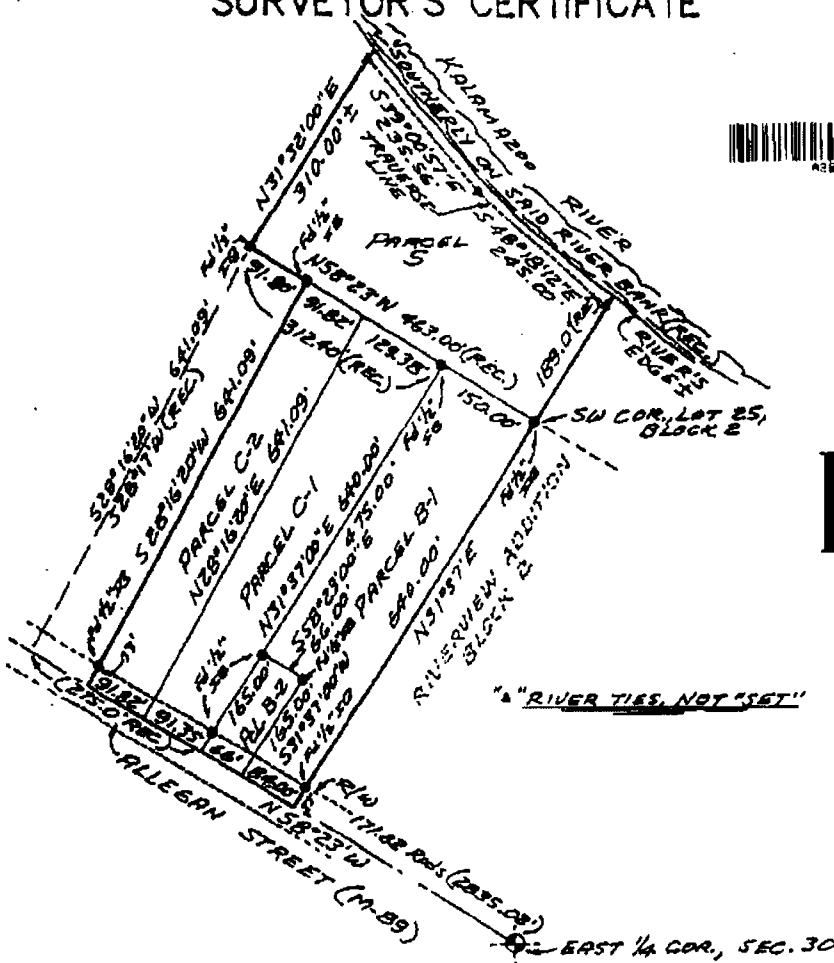
THENCE WESTERLY 226.4 FEET TO A POINT 498 FEET NORTHERLY OF THE NORTH LINE OF ALLEGAN STREET, MEASURED ALONG A LINE PARALLEL WITH THE EAST LINE OF PROSPECT AVENUE, AS SHOWN ON THE PLAT OF RIVERVIEW ADDITION, ACCORDING TO THE PLAT THEREOF OF RECORD AND ON FILE IN THE OFFICE OF THE REGISTER OF DEEDS FOR SAID COUNTY; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF PROSPECT AVENUE AS SHOWN ON THE PLAT OF SAID RIVERVIEW ADDITION, TO A POINT 437.25 FEET NORTHERLY OF THE NORTH LINE OF SAID ALLEGAN STREET, MEASURED ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID PROSPECT AVENUE; THENCE WESTERLY 99 FEET TO A POINT 437.25 FEET NORTHERLY, AS MEASURED ALONG THE EASTERLY LINE OF SAID PROSPECT AVENUE, OF THE NORTH LINE OF ALLEGAN STREET AND ON THE EAST LINE OF SAID PROSPECT AVENUE; THENCE NORTHERLY ON THE EASTERLY LINE OF SAID PROSPECT AVENUE AND THE NORTHERLY EXTENSION THEREOF TO THE KALAMAZOO RIVER; THENCE SOUTHEASTERLY ALONG SAID RIVER TO THE NORTHWEST CORNER OF LOT 16 OF SAID LASHER'S ADDITION; THENCE ALONG THE WEST LINE OF SAID LOT 16 TO THE PLACE OF BEGINNING.

SURVEYOR'S CERTIFICATE



LIBER 2811

PAGE 604



PARCEL B-1

COMMENCING NORTH 58°-23' WEST 171.82 RODS (2835.03 FEET) FROM THE EAST QUARTER POST OF SECTION 30; THENCE NORTH 31°-37' EAST 640 FEET; THENCE NORTH 58°-23' WEST 150 FEET; THENCE SOUTH 31°-37' WEST 475 FEET; THENCE SOUTH 58°-23' EAST 66 FEET; THENCE SOUTH 31°-37' WEST 163 FEET TO CENTER OF HIGHWAY; THENCE SOUTH 58°-23' EAST 84 FEET TO THE PLACE OF BEGINNING, CITY OF PLAINWELL.

PARCEL B-2

COMMENCING AT A POINT NORTH 58°-23' WEST 176.91 (2919.02 FEET) RODS FROM THE EAST 1/4 POST OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST; THENCE NORTH 31°-37' EAST 163 FEET; THENCE NORTH 58°-23' WEST 66 FEET; THENCE SOUTH 31°-37' WEST 163 FEET; THENCE SOUTH 58°-23' EAST 66 FEET TO THE PLACE OF BEGINNING.

LEGEND:

- - 1/2" IRON SET
- - CORNER FOUND
- R - "RECORDED AS"

0' 100' 200' 400'

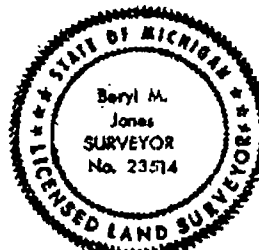
BEARING SOURCE: PRIOR CONVEYANCES

LOCATION: NORTH 1/2, SECTION 30, T. 1N - R. 11W,
CITY OF PLAINWELL TWP., ALLEGAN CO., MICHIGAN.

CERTIFIED TO: SIMPSON PLAINWELL PAPER CO.

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATTED AND/OR DESCRIBED ON THIS DATE, AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS WAS 10.000%, AND THAT ALL OF THE REQUIREMENTS OF P.A. 132, 1970 HAVE BEEN COMPLIED WITH.

BY: Beryl M. Jones DATE: 10-18-96
BERYL M. JONES, PLS M# 23514 DISMS# "963064"



WIGHTMAN MOORED, INC.



114 CHESTNUT ST. ALLESTON, MI 49010
(616) 873-8488 FAX 873-8484



R2011 605 12

LIBER 2811

PAGE 605

PARCEL C-1

COMMENCING AT A POINT NORTH $58^{\circ}-23'$ WEST, 180.91 RODS (2985.02 FEET) FROM THE EAST $1/4$ POST OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST; THENCE NORTH $31^{\circ}-37'$ EAST 640 FEET; THENCE NORTH $58^{\circ}-23'$ WEST 312.4 FEET; THENCE SOUTH $28^{\circ}-17'$ WEST 641.3 FEET TO CENTER OF HIGHWAY; THENCE SOUTH $58^{\circ}-23'$ EAST 275 FEET TO SAID POINT OF BEGINNING. EXCEPTING AND RESERVING A STRIP OF LAND 183.3 FEET WIDE OFF THE WESTERLY SIDE THEREOF.

PARCEL C-2

PART OF THE NORTH $1/2$ OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST, DESCRIBED AS FOLLOWS: THE EAST $91 \frac{2}{3}$ FEET (91.66 FEET) OF THE WEST $183 \frac{1}{3}$ FEET (183.33 FEET) OF THE FOLLOWING DESCRIBED PREMISES; COMMENCING AT A POINT NORTH $58^{\circ}-23'$ WEST 180.91 RODS FROM THE EAST $1/4$ POST OF SECTION 10, TOWN 1 NORTH, RANGE 11 WEST; THENCE NORTH $31^{\circ}-37'$ EAST 640.0 FEET; THENCE NORTH $58^{\circ}-23'$ WEST 312.4 FEET; THENCE SOUTH $28^{\circ}-17'$ WEST 641.3 FEET TO CENTER OF HIGHWAY; THENCE SOUTH $58^{\circ}-23'$ EAST 275 FEET TO SAID POINT OF BEGINNING.

PARCEL 5

COMMENCING AT THE SOUTHWEST CORNER OF LOT 25, BLOCK 2, RIVERVIEW ADDITION; THENCE NORTHWESTERLY PARALLEL WITH ALLEGAN STREET 463 FEET; THENCE NORTH $31^{\circ}-32'$ EAST TO THE LEFT BANK OF KALAMAZOO RIVER; THENCE SOUTHERLY ON SAID RIVER BANK TO THE NORTHWEST CORNER OF RIVERVIEW ADDITION; THENCE SOUTH $31^{\circ}-37'$ WEST ALONG THE WEST LINE OF SAID ADDITION, 189 FEET TO POINT OF BEGINNING. SECTION 30, TOWN 1 NORTH, RANGE 11 WEST.

WIGHTMAN MOORED, INC.

Land Surveying and Boundary Subdivisions

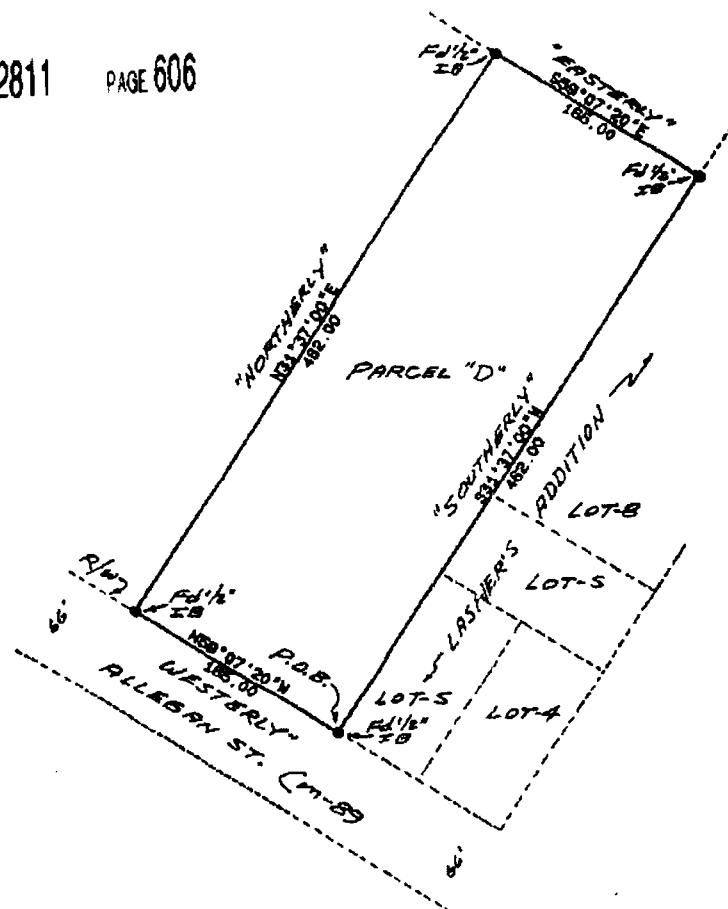
 114 CHESTNUT ST. ALLEGAN, MI 49010
 (616) 673-8488 FAX 673-8484

DISK#50 "962064"

SURVEYOR'S CERTIFICATE

LIBER 2811

PAGE 606



PARCEL D

COMMENCING AT THE SOUTHWEST CORNER OF LOT 4, LASHER'S ADDITION TO THE VILLAGE (NOW CITY) OF PLAINWELL; THENCE WESTERLY ALONG THE NORTH LINE OF WEST ALLEGAN STREET 165 FEET; THENCE NORTHERLY 462 FEET; THENCE EASTERLY 165 FEET TO THE WEST LINE OF LASHER'S ADDITION; THENCE SOUTHERLY TO THE PLACE OF BEGINNING, BEING IN THE NORTHWEST 1/4 OF SECTION 30, TOWN 1 NORTH, RANGE 11 WEST.

LEGEND:

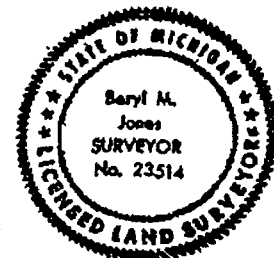
- - 1/2" IRON SET
- - CORNER FOUND
- R - "RECORDED AS"

0' 50' 100' 200'

BEARING SOURCE: LASHER'S ADDITION

LOCATION: NORTH 1/2 SECTION 30, T. 1N - R. 11W
CITY OF PLAINWELL TWP., ALLEGAN CO., MICHIGAN.
 CERTIFIED TO: SIMPSON PLAINWELL PAPER CO.

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATTED AND/OR DESCRIBED ON THIS DATE, AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS WAS 1/20000 AND THAT ALL OF THE REQUIREMENTS OF P.A. 132, 1970 HAVE BEEN COMPLIED WITH.



WIGHTMAN MOORED, INC.

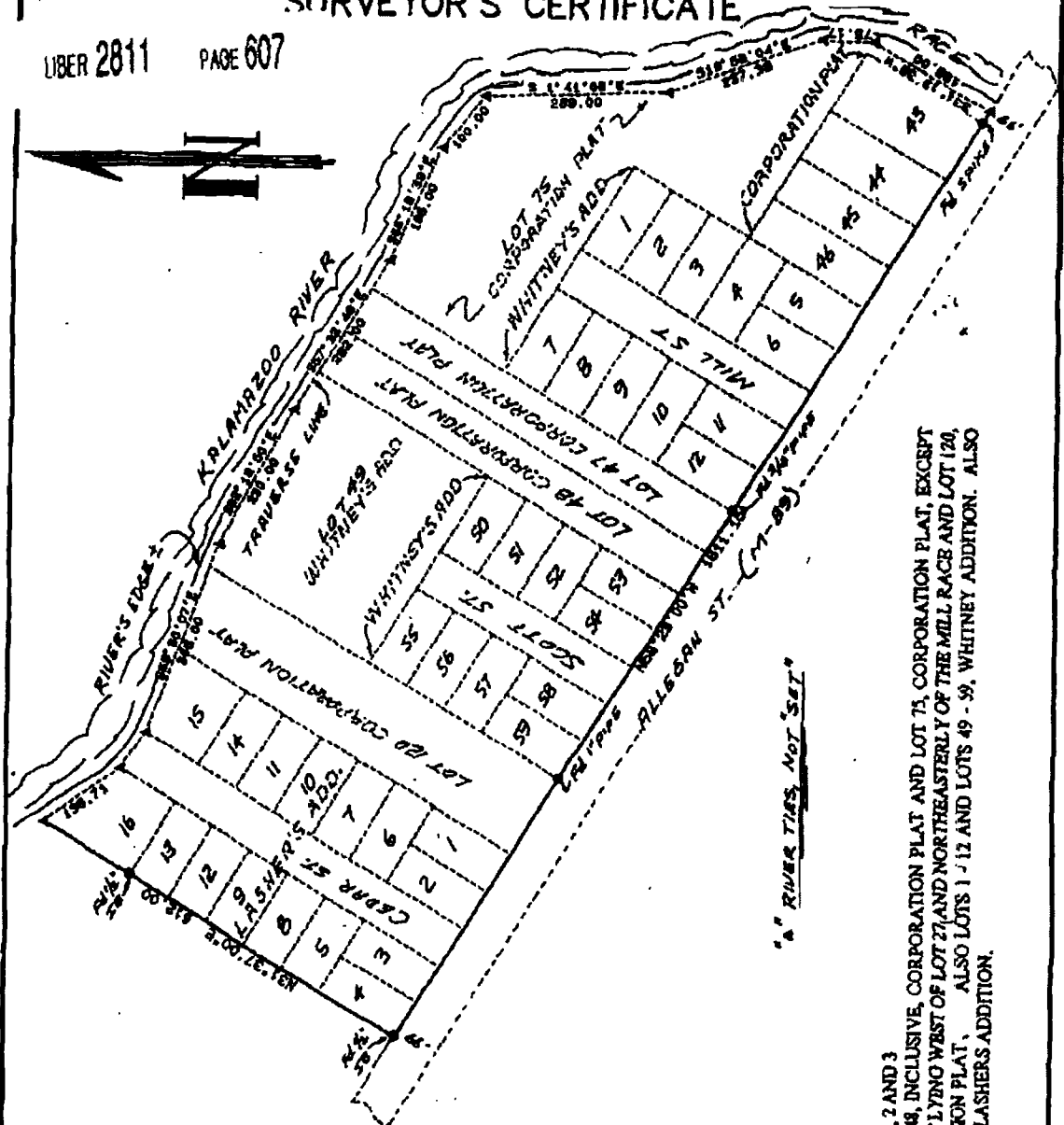


Land Surveying and Consulting Engineering
 114 CHESTNUT ST. ALLEGAN, MI 49010
 (616) 873-8485 FAX 873-8484

BY: Beryl M. Jones DATE: 10/18/96
 BERYL M. JONES, PLS MI# 23514 DISK# 5010630840

SURVEYOR'S CERTIFICATE

LIBER 2811 PAGE 607



PARCELS 1, 2 AND 3
LOT 3 TO 48, INCLUSIVE, CORPORATION PLAT AND LOT 71, CORPORATION PLAT, EXCEPT
THAT PART LYING WEST OF LOT 27 AND NORTHEASTERLY OF THE MILL RACE AND LOT 120,
CORPORATION PLAT, ALSO LOTS 1-12 AND LOTS 49-98, WHITNEY ADDITION. ALSO
LOTS 1-16 LASHERS ADDITION.

LEGEND:

- - 1/2" IRON SET
- - CORNER FOUND
- R - "RECORDED AS"

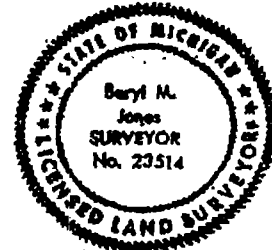
0' 100' 200' 400'

BEARING SOURCE: LASHER'S ADDITION

LOCATION: NORTH 1/2, SECTION 30, T. 1 N. - R. 11 W.
CITY OF Plainfield TWP., ALLEGAN CO., MICHIGAN.
CERTIFIED TO: SIMPSON PLANNING PAPER CO.

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND
ABOVE PLATTED AND/OR DESCRIBED ON THIS DATE, AND THAT THE
RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS WAS
1:10,000+ AND THAT ALL OF THE REQUIREMENTS OF P.A. 132,
1970 HAVE BEEN COMPLIED WITH.

BY: Beryl M. Jones DATE: 10/18/94
BERYL M. JONES, PLS M# 23514 DISK # 50 "94JMW"



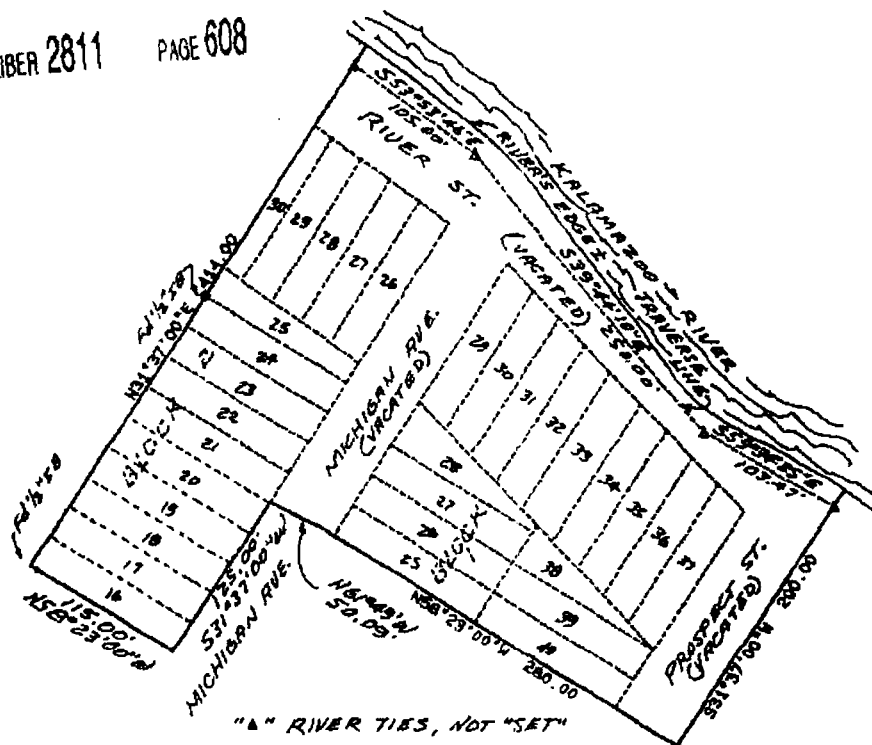
WIGHTMAN MOORED, INC.



Land Surveying and Consulting Engineering
114 ONEHUT ST., ALLEGAN, MI 49010
(815) 873-2400 FAX 873-8464

SURVEYOR'S CERTIFICATE

LIBER 2811 PAGE 608



PARCEL 4

VACATED RIVER STREET LOCATED IN RIVERVIEW ADDITION, ALSO THAT PART OF MICHIGAN AVENUE, VACATED, LYING BETWEEN THE SOUTHERLY SIDE OF RIVER STREET AND NORTHERLY OF A LINE CONNECTING THE SOUTHERLY SIDE OF LOTS 25, BLOCK 1, AND SOUTHERLY SIDE OF LOT 21, BLOCK 2, RIVERVIEW ADDITION, ALSO THAT PART OF PROSPECT AVENUE, VACATED, LYING BETWEEN THE SOUTHERLY SIDE OF RIVER STREET AND NORTHERLY OF SOUTHERLY EXTENSION OF SOUTHERLY LINE OF LOT 40, BLOCK 1, RIVERVIEW ADDITION, ALSO LOTS 25 THRU 40, BLOCK 1, ALSO LOTS 16 THRU 30, BLOCK 2, RIVERVIEW ADDITION.

LEGEND:

- - 1/2" IRON SET
- - CORNER FOUND
- R - "RECORDED AS"

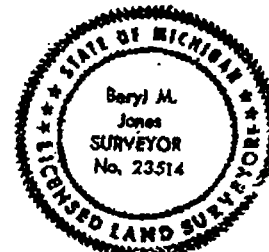
0' 50' 100' 200'

BEARING SOURCE: RIVERVIEW ADDITION

LOCATION: NORTH 1/2, SECTION 30, T.14N - R.11W,
CITY OF PLAINWELL TWP., ALLEGAN CO., MICHIGAN.
 CERTIFIED TO: SIMPSON PLAINWELL PAPER CO.

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATTED AND/OR DESCRIBED ON THIS DATE, AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS WAS 1:8,000 AND THAT ALL OF THE REQUIREMENTS OF P.A. 132, 1970 HAVE BEEN COMPLIED WITH.

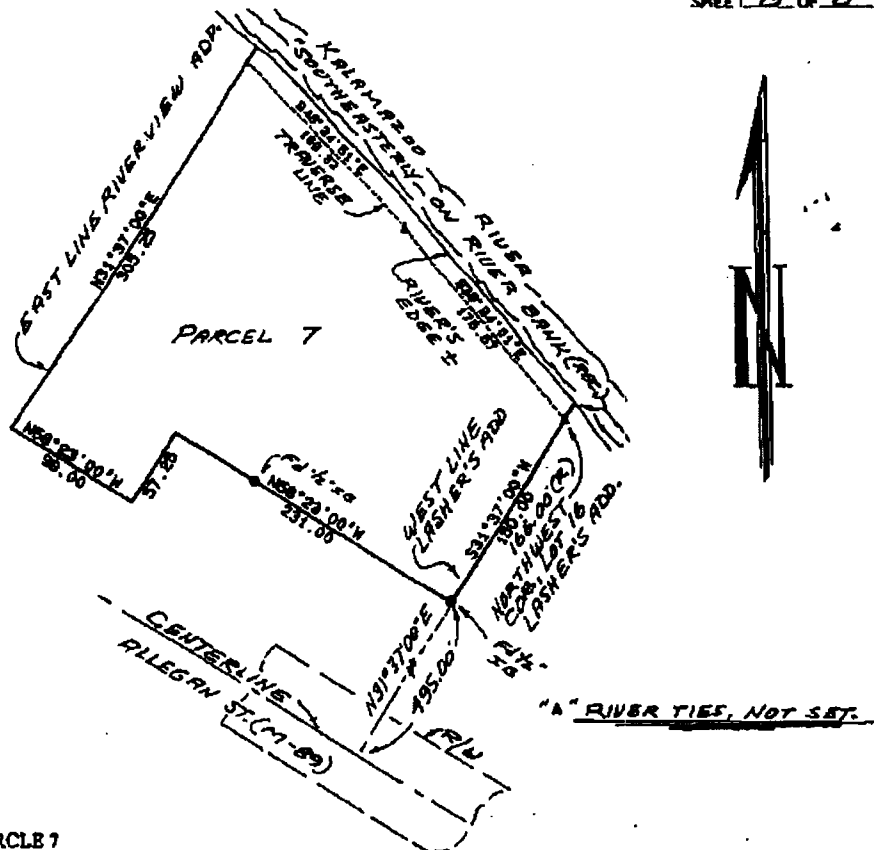
BY: Beryl M. Jones DATE: 10/18/46
 BERYL M. JONES, PLS MI# 23514 DISK#50"969064"



WIGHTMAN MOORED, INC.



Land Surveying and Mapping Department
 114 CHESTNUT ST. ALLEGAN, MI 49010
 (616) 678-8406 FAX 678-8404



PARCEL 7

COMMENCING ON THE WEST LINE OF LASHER'S ADDITION 495 FEET ON SAID ADDITION LINE FROM THE CENTER LINE OF ALLEGAN STREET; THENCE NORTH 31°-37' WEST 231 FEET; THENCE SOUTH 31°-37' WEST 57.25 FEET; THENCE NORTH 31°-37' EAST 99 FEET TO THE EAST LINE OF RIVERVIEW ADDITION; THENCE NORTH 31°-37' EAST TO LEFT BANK OF THE KALAMAZOO RIVER; THENCE SOUTHEASTERLY ON SAID RIVER BANK TO THE NORTHWEST CORNER OF LOT 16, LASHNER'S ADDITION; THENCE SOUTHWESTERLY TO BEGINNING. SECTION 30, TOWN 1 NORTH, RANGE 11 WEST.

LEGEND:

- - 1/2" IRON SET
- - CORNER FOUND
- R - "RECORDED AS"

0' 50' 100' 200'

BEARING SOURCE: LASHER'S ADDITION

LOCATION: NORTH 1/2 SECTION 30 T.1N.-R.11W.
CITY OF PLAINWELL TWP., ALLEGAN CO., MICHIGAN.
 CERTIFIED TO: SIMPSON PLAINWELL PAPER CO.

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATTED AND/OR DESCRIBED ON THIS DATE, AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS WAS 10,000' AND THAT ALL OF THE REQUIREMENTS OF P.A. 132, 1970 HAVE BEEN COMPLIED WITH.

BY: Beryl M. Jones DATE: 10-10-96
 BERYL M. JONES, PLS MI# 23514 DISK# 50 "967064"



WIGHTMAN MOORED, INC.



Land Surveying and Consulting Engineering
 114 CHESTNUT ST. ALLEGAN, MI 49010
 (616) 873-8488 FAX 873-8484



P2811 618 17

LIBER 2811

PAGE 610

EXHIBIT 2